

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

BLUE SPIKE, LLC,	§	Civil Action No. 6:12-CV-499 MHS
	§	
<i>Plaintiff,</i>	§	LEAD CASE
	§	
v.	§	
	§	
TEXAS INSTRUMENTS, INC.,	§	
	§	
<i>Defendant.</i>		

BLUE SPIKE, LLC,	§	Civil Action No. 6:13-CV-00125 MHS
	§	
<i>Plaintiff,</i>	§	CONSOLIDATED CASE
	§	
v.	§	
	§	
ENTROPIC COMMUNICATIONS, INC.,	§	
	§	
<i>Defendant.</i>	§	

**DEFENDANT ENTROPIC COMMUNICATIONS, INC.’S REPLY IN SUPPORT
OF ITS MOTION TO JOIN AND JOINDER IN AUDIBLE MAGIC
CORPORATION’S AND ITS CUSTOMERS’ MOTION TO TRANSFER VENUE
TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF CALIFORNIA UNDER 28 U.S.C. § 1404(a)**

Blue Spike’s opposition to Entropic’s motion to join in *Audible Magic Corporation’s and its Customers’ Motion to Transfer Venue to the United States District Court for the Northern District of California under 28 U.S.C. §1404 (a)* (Dkt. 771) (“Motion to Transfer”) rests on three grounds, none of which has merit.

First, Blue Spike contends that Entropic fails to establish jurisdiction in the Northern District of California. However, Entropic submitted a declaration with its moving papers that confirms Entropic has a regular and established place of business within the Northern District of California through its design and sales facilities located in San Jose, California. *See* Declaration Of Bruce Greenhaus In Support Of Defendant Audible Magic Corporation’s And Its Customers’ Motion To Transfer Venue To The United States District Court For The Northern District Of

California Under 28 U.S.C. § 1404(a) (Dkt. 960-1 at ¶ 4). Therefore this action could have been brought against Entropic in the Northern District of California.

Second, Blue Spike asserts Entropic cannot “piggyback” on Audible Magic’s Motion to Transfer. It is undisputed that Blue Spike’s allegations of infringement against Entropic concern “ACR [automatic content recognition] provided by Audible Magic Corp.” (Dkt. 923 at ¶27); *see also* (Dkt. 960-1 at ¶5). Blue Spike’s opposition even “expressly incorporates by reference the arguments made in opposition to Audible Magic’s transfer motion.” (Dkt. 1010 at 2). Because Blue Spike’s allegations against Audible Magic and Entropic - based on its status as an alleged customer of Audible Magic - are so intertwined, Entropic’s joinder in Audible Magic’s motion to transfer is entirely appropriate. Transfer should be decided on the same grounds advanced by Audible Magic.

Third, Blue Spike argues that Entropic’s joinder is meaningless because post-filing consent to jurisdiction is irrelevant. This argument misses the point. Entropic is a California based company with an established place of business in the Northern District of California (*see* Dkt. 960-1 at ¶4). Blue Spike’s allegations of infringement against Entropic concern a functionality purportedly provided to Entropic by Audible Magic. As explained in Audible Magic’s Motion to Transfer, this action could have been brought in the Northern District of California against Audible Magic and its alleged customers – including Entropic – and it is undisputed that the bulk of evidence and witnesses are located there.

For all of the reasons articulated in Audible Magic’s Motion to Transfer, supported by the additional evidence provided by Entropic in its moving papers (Dkt. 960), Entropic requests that the Court order Blue Spike LLC’s claims against Entropic be transferred to the Northern District of California.

DATED: October 10, 2013

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on October 10, 2013.

/s/ Alan H. Blankenheimer
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